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ABSTRACT

This agreement was made on June 28, 1973 by and between Bryant College of Business Administration and the Bryant Faculty Federation, Local 1769, American Federation of Teachers, AFT-CIO. Articles of the Agreement cover; faculty-board relations, dues deductions, department chairman functions, faculty committees, tenure, promotion, reappointment, grievance procedures, and general provisions regarding arbitration. This agreement shall be in effect until July 31, 1975. (PG)

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ED102915

AGREEMENT

THIS AGREEMENT, made and entered into as of the 28th day of June, 1973, by and between:

BRYANT COLLEGE OF BUSINESS ADMINISTRATION (herein called "College"), and

BRYANT FACULTY FEDERATION, LOCAL 1769, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (herein called "Federation").

ARTICLE I

Section 1. Recognition. The College recognizes the Federation as the exclusive representative of all full-time faculty members, including department chairmen, excluding all other employees. The parties agree that there will be no discrimination in employment because of race, creed, color, sex, or national origin.

Section 2. Faculty-Board Relations. The College and the Federation agree to maintain the academic character of the College as an institution of higher education for business leadership.

Section 3. Dues Deduction. The College will deduct Federation membership dues and special assessments from the pay checks of all Faculty Federation members, provided that each member submits to the College a written authorization for such deduction. All such deductions shall be made in equal monthly installments, and the amounts deducted shall be forwarded to the Federation Treasurer.

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Section 4. Agency Service Fee. The College will deduct an amount equal to Union dues and special assessments from the pay checks of all non-federation faculty members provided that each faculty member wishing such a deduction has submitted a written authorization to the College for such deduction. All such deductions shall be made in equal monthly installments, and the amounts deducted shall be forwarded to the Federation Treasurer.

Section 5. Federation President. The President of the Federation shall be provided with a private faculty office, which will be so selected as to allow or permit a secretary to answer his phone. Secretarial service shall not be provided by the College beyond the regular student help. This office will also serve as his regular faculty office.

ARTICLE II

Compensation and Teaching Load

Section 1. Annual base salaries for all full-time faculty members shall be increased by $1,250 for the period August 1, 1973, to July 31, 1974, and an additional $1,100 for the period August 1, 1974, to July 31, 1975.

Section 2. The contract year for all faculty members covered by this agreement shall be from August 1 through July 31 of each year. Salary payments under this agreement shall be made in monthly installments equal to one-twelfth (1/12) of annual salary. The first installment shall be paid on the last business day in August, except for faculty members newly employed for an academic year, who shall receive their initial salary payment under this agreement on the last business day in September, of the academic year in which they were hired, at which time they shall also receive salary earned for the month of August of that year.

Salary payment for summer session shall be made one-half (1/2) June 30 and one-half (1/2) July 31. Winter and summer intersessions and special courses payments shall be made to the faculty member as soon as all academic commitments, including submission of final grades, have been fulfilled.

Section 3. The normal teaching load for all faculty members covered by this agreement except those employed and teaching exclusively in the Secretarial Department, shall be twenty-four (24) class hours for each academic year, excluding evening, summer, and extra sessions.

Section 4. The normal teaching load for all faculty members covered by this agreement who are employed and teach exclusively in the Secretarial Department shall be thirty (30) class hours for each academic year, excluding evening, summer, and special sessions. For purposes of computing the normal teaching load of each such faculty member, each Transcription Course class shall be equivalent to three-fifth (3/5) of a full class hour.

Section 5. In the case of a faculty member working under a mixed schedule which includes secretarial subjects and non-secretarial subjects, each secretarial course class shall be equivalent to four-fifths (4/5) of a full class hour, and each Transcription Course class shall be equivalent to three-fifths (3/5) of a full class hour, for purposes of computing the normal teaching load of each such faculty member.

Section 6. Evening, summer, and other special courses shall be compensated for at the rate of $825 per course. The College may cancel such courses in the event that there are fewer than thirteen (13) students registered and prepared to take them. At the option of the faculty member selected to give one of the foregoing courses it will not be cancelled if the faculty member elects to give it, provided there are not less than 5 students enrolled for it; if the faculty member makes such election, compensation for the

course if there are 5 to 8 students enrolled shall be $400 and if there are 9 to 12 students enrolled shall be $600. The election of such option by the faculty member shall be given in writing to the Registrar of the College one week prior to the date the course is to commence. The number of students enrolled in such a course and the compensation to be paid shall be determined as of the start of the third class day. In the event that a faculty member prepares a new course at the request of the Vice President for Academic Affairs, he shall be paid $200 for such preparation if the course is cancelled. Faculty members who became employed by the College subsequent to April 14, 1971, shall be allowed to teach only one evening course per semester.

ARTICLE III

Overtime Courses

Section 1. When a faculty member is required to teach extra class hours in the day school, and as a result, his average teaching load for the academic year exceeds his normal teaching load as computed in Article II, he shall be compensated for such excess class hours on a pro-rata basis according to the lowest base salary within each rank. No overtime compensation shall be payable to a faculty member substituting for a faculty member who is ill for the first 15 calendar days of substitution.

ARTICLE IV

Benefits

Section 1. Medical Insurance. The College shall pay the full cost of providing Blue Cross Hospitalization Insurance for individual faculty members. Faculty members who desire family coverage may obtain the same by complying with Blue Cross rules and regulations for such coverage and authorizing the College to deduct $8.40 per month from their salary in part payment of family coverage; the College

agrees to pay the additional amount required to obtain family coverage and the amount deduc[illegible]o Blue Cross. Said insurance shall consist of Blue Cross semi-private plan, Blue Shield Plan "100", and Major Medical.

Section 2. Decreasing Term Life Insurance. The College shall provide decreasing term life insurance through the Teachers' Insurance and Annuity Association, which is available on a unit basis, each faculty member being eligible for eight units. Two units shall be paid by the faculty member and six units shall be paid by the College.

Section 3. Annuity Plan. All faculty members with three years of full time continuous service to the College shall be eligible to participate in the College Retirement Program financed through T. I. A. A. Under this program, the faculty member contributes five percent (5%) of his basic compens[illegible]n and the College contributes a like amount. In addition, the College shall contribute five percent (5%) of the amount of basic compensation earned by the faculty member over the then current social security maximum. These funds may be used to purchase a fixed-income annuity in T. I. A. A. or, at the election of the individual, part of the funds may be used to purchase a variable annuity through the College Retirement Equity Fund.

Section 4. Infirmary Facilities. All faculty members shall be entitled to the use of the infirmary facilities of the College without any charge.

Section 5. Faculty Tuition Waivers. The wives, husbands, and children of members of the faculty may obtain full tuition waivers for undergraduate courses and programs offered by the College in the day or evening division, provided they meet the admission requirements of the College and maintain a satisfactory grade average.

Section 6 A. Education of Children of Deceased Tenured Faculty Members. Children of tenured faculty members who decease while employed by the College shall

receive a certificate guaranteeing full tuition waivers for undergraduate courses and programs offered by the College in the day or evening division, provided they meet the admission requirements of the College and maintain a satisfactory grade average. The College shall pay full tuition or $1,500 per year, whichever is less, toward the education of such children who desire to pursue a professional, vocational, or undergraduate course of study not available at the College, or who are not within commuting distance of the College, and who, for either of the foregoing reasons, pursue such courses at another institution.

Section 6 B. Education of Children of Tenured Faculty Members who retire from employment from the College at or after age 65 and who have at the time of retirement 20 years continuous service as a faculty member shall receive a certificate guaranteeing to him that any child of his or hers shall receive an undergraduate education at the College provided he meets the admission requirements and maintains a satisfactory grade average at the College.

It is expressly understood that no annual benefits provided for under this Section 6 shall accrue to any child after he attains the age of twenty-two.

Section 7. Total Disability Insurance Benefits. Long-term disability insurance with T.I.A.A. shall be provided for faculty members having one year of full-time service to the College under the terms of the Bryant College Total Disability Benefits Plan, the cost of which shall be shared equally by the College and the faculty member prior to faculty attaining tenure and thereafter paid fully by the College.

Section 8. Sick Leave. The College shall pay a faculty member's full salary for the thirty (30) calendar days of absence due to a bona fide illness. For the period beginning with the thirty-first (31st) calendar day of absence up through the ninetieth (90th) calendar day of absence salary will be paid at the rate of seventy-five (75%) percent. In

no event will salary be paid to the individual faculty member beyond ninety (90) calendar days of absence. The College may require a medical certificate for purposes of establishing the illness or continuing illness of the faculty member.

Section 9. Fellowship Program. During the term of this agreement, all faculty members who were employed on a full-time basis during the 1971-1972 academic year and who retain full-time faculty status in the academic year 1973-74 and the academic year 1974-75, shall be eligible to participate in the Fellowship Program. Under the Program the College will pay all tuition and textbook costs for eligible faculty members accepted for a Masters or Doctoral Degree study in an accredited institution or special individual courses recommended in advance by the Department Chairman and approved in advance by the Vice President for Academic Affairs.

Section 10. Leave of Absence of up to one year may be granted by the Vice President for Academic Affairs for illness, pregnancy, or for study, research, travel in connection with study or research, or to hold a temporary appointment which, in the opinion of the Vice President for Academic Affairs, is such as to enhance the stature of the faculty member and the College. No salary will be paid during the leave, and the faculty member must intend to return to the College at the end of his leave. Upon return from leave, the faculty member's position will be the same as it would have been at the start of the academic year in which the leave was taken with the exception that 1) leave time shall be counted toward seniority rights, and 2) interim salary increases will be added to his base salary. Should the faculty member fail to return to the College at the end of his leave without approval from the Vice President for Academic Affairs for an extension of his leave prior to its expiration, his teaching contract shall be considered terminated.

ARTICLE V

Faculty

Section 1. Functions. The primary function of the faculty is teaching and the discharge of the related responsibilities of undergraduate instruction. The College looks to the faculty for mastery of the subject matter in the respective areas of the curriculum, for leadership and maintaining pace with the modern trends in business, and for adaptation to the purposes of the program of studies, new developments and learning theories and instructional techniques. Emphasis is placed on the student learning experience, and the faculty member shall divide his time between class room, class preparation, student conferences, and committee work, to the attainment of the end objective of an effective teaching institution.

The Federation agrees that among the duties of a faculty member are:

1. To meet classes as scheduled and to conduct classes in a manner consistent with professional practices. Knowledge of foreseen absences should be communicated to the department chairman for appropriate action.

2. (a) To provide students with complete evaluation criteria, preferably in writing, to be used in a course in one of the first three class meetings.

(b) To give students advance notice of tests that are to be used in grading and to make every effort to return graded tests within one week.

(c) To announce course attendance requirements at the beginning of the semester.

3. To submit final grades promptly, not later than 72 hours for all graduating seniors and according to deadlines established by the Registrar for all other students.

4. To set up a schedule of office hours for student conferences. Five hours a week is the minimum required period. Post office hours at the entrance to all offices. A schedule will be given to the department chairman and will be available for students with the faculty secretary.

5. To notify the Registrar's office of classroom or classtime permanent changes desired.

6. It is expected that under normal conditions faculty members will serve on committees, attend faculty meetings called by the Vice President for Academic Affairs, regularly scheduled department meetings, and all formally convened academic convocations.

Section 2. Outside Employment. Outside employment consistent with the Outside Employment Policy stated in this contract should be reported in writing to the Vice President for Academic Affairs annually in May. Written approval for outside employment that would be an exception to the policy must be secured in advance from the Vice President for Academic Affairs.

Inasmuch as Bryant is a professional school, contact with business is desirable. Consequently, a modest amount of faculty activity in business has been accepted without question. Some members of the faculty teach in evening divisions elsewhere but, in such cases, any evening teaching at Bryant College is correspondingly reduced.

The College recognizes an obligation to make available to the community the special knowledge and intellectual competence of its faculty. Consequently, it has adopted a policy to govern the extra-College activities of the faculty as follows:

1. The outside activities shall not conflict with College responsibilities. They shall not involve conflict of interest or possible interference with objectivity in teaching or research. The faculty member shall make a

written annual report to the Vice President for Academic Affairs setting forth the general nature of the work and the time involved. After reviewing the annual report, the Vice President for Academic Affairs will inform the faculty member whether there are any inconsistencies with the policy of the College.

2. The name, property, and facilities of the College shall not be used for outside work unless specific authority is granted by the Vice President for Academic Affairs.

3. The amount of time given to outside activities shall not exceed an average of one day per week.

4. While the College expects that all outside work will be compensated at a level commensurate with the usual professional fee, the matter is for the discretion of the individual faculty member involved.

5. If the College requests a faculty member to perform services for another organization, the College will arrange for adequate compensation.

Section 3. Committee on College Organization. The Committee on College Organization will be composed of five (5) members of the faculty of the College, the voting members of the Committee, who will be elected by the Bryant Faculty Federation, and four non-voting ex officio members -- namely, the President of the College, the Vice President for Academic Affairs, the Dean of Academic Instruction, and the Vice President for Business Affairs. The Committee shall serve as the representative body of the faculty in the formulation of the academic structure and policy of the College.

The Committee shall meet to consider and recommend changes involving academic structure and policy of the College. Any policy emanating from a Vice Presidential office

which directly affects the academic departments of the College must be submitted to the Committee for its recommendation.

Recommendations of the Committee, with supporting evidence, shall be transmitted in writing to the Vice President for Academic Affairs for his consideration. In the event the Vice President for Academic Affairs disagrees with the Committee's recommendation, he shall reject the same and report his decision to the Committee together with his reasons therefor set forth in writing.

In case of neglect or refusal of the Vice President for Academic Affairs to answer the Committee's recommendation within fifteen working days, the Committee may take its recommendation directly to the President of the College.

The Committee may also request that the President, in the exercise of his discretion as chief executive officer of the College, accept or reject the Vice President's recommendation within fifteen working days after it is transmitted to it. The President's decision on a recommendation submitted to him in either instance shall be transmitted in writing, with the reasons therefor to the Committee within fifteen working days.

In any case of either (a) neglect or refusal of the President to answer the Committee's request within fifteen working days or (b) a rejection of a Committee recommendation by the President, the Committee may present its recommendations to the Faculty Federation for consideration. The Faculty Federation may then submit the recommendation of the Committee and its position to the next regularly scheduled meeting of the Executive Committee of the Board of Trustees of the College for a final determination.

This Section 3 shall not be subject to the grievance procedure.

ARTICLE VI

Department Chairmen

Section 1. Department Chairmen shall be recommended annually between March 1 and March 10 by the members of their respective departments to the Vice President for Academic Affairs. The Vice President for Academic Affairs shall appoint Department Chairmen for a one-year term beginning on March 15. Department Chairmen are responsible to the Vice President for Academic Affairs.

Section 2. Where a subject matter subdivision within a department is of sufficient importance to justify it, a Curriculum Coordinator may be appointed to organize the courses in the area and he shall report to the Department Chairman. The qualifications of Coordinator are the same as for Chairman.

Section 3. Department Chairmen have the authority necessary to discharge the following functions:

Academic Functions

1. Insure that all course offerings are consistent with the objectives of the College.
2. Insure preparation of appropriate syllabi for each course (topics, time schedules, etc.)
3. Advise and consult with the members of their departments on the matter of grading practices in keeping with the standards of the College.
4. Recommend the selection of texts for use in courses to the Dean of Academic Instruction.
5. Call and preside at monthly departmental meetings.
6. Recommend attendance of faculty members at conferences in their academic disciplines.
7. Take part in College-sponsored research and consulting projects.

Administrative Functions

1. Consult with the Vice President for Academic Affairs on budgetary matters relating to their respective departments.

2. Recommend travel requests from department members subject to budgetary limitations in the department.

3. Assign faculty members to courses and request adjustments in faculty assignments when necessary consistent with the federation seniority policy.

4. Recommend course descriptions for catalog and review final copy.

Supervisory Functions

1. Recruit and interview applicants for appointments to the faculty.

2. Consult with department members on prospective new appointments when appropriate and feasible.

3. Submit annual evaluations in writing on the performance of all untenured department members to the Dean of Academic Instruction and the Faculty Rank and Appointment Committee with a copy to the Vice President for Academic Affairs.

4. Recommend reappointments, promotions, tenure, and dismissal of faculty members of his department.

5. Act as liaison with faculty and the Dean of Academic Instruction in matters of absence from class and, when appropriate, arrange for substitute teachers.

6. Counsel and orient new faculty members regarding all College policies.

Section 4. Chairmen shall be compensated by the College for the performance of their duties at the rate of $100 per full time department member with a minimum of $600 and a maximum of $1,000. Part-time members are to be counted at a rate of 1/8 of a full-time member per section taught.

ARTICLE VII

Faculty Committees

Section 1. Committee on Faculty Rank and Appointment. The Committee on Faculty Rank and Appointment shall be composed of the President (ex officio), the Vice President for Academic Affairs, and the Vice President for Business Affairs (who shall be the non-voting members of the Committee), and five other members (who shall be the voting members of the Committee) elected annually by the Bryant Faculty Federation from t .ty of the College. The Committee shall meet to consider increments, salaries, appointments, promotions, and release of faculty members.

The Committee shall meet every three months, and at such other times as necessary, at the call of the elected chairman. The recommendations and opinions of department heads and the appropriate administrators shall be welcomed and, where necessary, requested. The Committee will submit a report of the year's activities to the President of the College by May 1st.

Recommendations of the Committee with supporting evidence shall be transmitted in writing to the Vice President for Academic Affairs for his consideration. In the event the Vice President for Academic Affairs disagrees with the Committee's recommendation, he shall reject the same and report his decision to the Committee together with his reasons therefor set forth in writing.

In any case of neglect or refusal of the Vice President for Academic Affairs to answer the Committee's recommendation within 15 working days, the Committee may take its recommendation directly to the President of the College.

The Committee may request the President, in the exercise of his discretion as chief executive officer of the College, to accept or reject the Vice President's recommendations. The President's decision on such recommendations from the Vice President for Academic Affairs shall be transmitted in writing, with the reasons therefor, to the

Committee.

In any case of either (a) neglect or refusal of the President to answer the Committee's recommendation within 15 working days or (b) a rejection of a Committee recommendation by the President, the Federation may resort to Step 4 of the grievance procedure, but in no event shall issues arising under this section be subject to binding arbitration, except in the case of the termination of a faculty member following a contrary recommendation by the Committee.

Section 2. Curriculum Committee. The Curriculum Committee shall be composed of the President (ex officio), the Vice President for Academic Affairs (non-voting), and five other members (who shall be the voting members of the Committee), elected annually by the Faculty Federation from the faculty. The duty of the Committee is to review the offerings of the various programs in the College and recommend addition, deletion and revision of courses and degree programs.

The Committee shall meet every month and at such other times as necessary at the call of the elected chairman. The department heads and the appropriate administrators shall be consulted as to the implementation and feasibility of proposals as they relate to students' schedules and degree programs. Recommendations of the Committee must be consistent with the basic philosophy and academic goals of the College.

The Committee will submit a report of the year's activities to the President of the College by May 1st.

Recommendations of the Committee, with supporting evidence shall be transmitted in writing to the Vice President for Academic Affairs for his consideration. In the event the Vice President for Academic Affairs disagrees with the Committee's recommendation, he shall reject the same and report his decision to the Committee together with his reasons therefor set forth in writing.

In case of neglect or refusal of the Vice President for Academic Affairs to answer the Committee's recommendation within 15 working days, the Committee may take its recommendation directly to the President of the College.

The Committee may request the President, in the exercise of his discretion as chief executive officer of the College, to accept or reject the Vice President's recommendation. The President's decision on such recommendations shall be transmitted in writing, with the reasons therefor, to the Committee.

In any case of either (a) neglect or refusal of the President to answer the Committee's recommendation within 15 working days or (b) a rejection of a Committee recommendation by the President, the Committee may present its recommendations to the Faculty Federation for consideration. The Faculty Federation may, if it deems necessary, submit its recommendation to the next following regularly scheduled meeting of the Executive Committee of the Board of Trustees of the College for a final determination.

Issues arising under this Section shall not be subject to the grievance procedure.

ARTICLE VIII

Reappointment, Promotion, and Tenure

Section 1. The following criteria shall serve as a guide in evaluating candidates for reappointment and for the development and review of recommendations for advancement. Reappointment or promotion shall require outstanding accomplishments in some of the numbered areas listed below and adequacy in most of them. Professional experience pertinent to business education will be given consideration in the determination of all ranks.

Generally all candidates for reappointment and promotion will be evaluated for professional competence in the following areas:

Effectiveness as a Teacher

1. Knowledge of subject matter and ability to organize and present it effectively.

2. Ability to stimulate interest in students and evoke their response -- the ability to involve students actively in the learning process.

3. Ability to maintain clear academic standards.

4. Ability to counsel students effectively.

5. Ability to participate creatively in curricular development.

Professional Stature

6. Progress toward or achievement of advanced degrees.

7. Continuing pursuit of knowledge and understanding.

8. Attainment of professional recognition in the business and academic community.

9. Originality and quality of published contributions to knowledge.

Contributions to the College

10. Cooperativeness as a member of the College community.

11. Participation in the administration of the College organization.

Section 2. Promotion Procedure. Promotion of a faculty member to any rank shall normally begin with a recommendation by a department chairman, although application for promotion may be initiated by the faculty member himself. Recommendations from department chairmen shall be sent to the Chairman of the Faculty Rank and Appointment Committee. In order that each step in the procedure be given ample time, the target dates in the following schedule ought to be observed.

1. When a faculty member considers himself eligible for promotion, he may apply in writing to his department chairman for a recommendation to the Faculty Rank and Appointment Committee. This application shall be made not later than November 15.

2. Within a week the department chairman shall forward to the Committee his response--either a recommendation or a denial. A copy of this response shall be sent directly to the applicant.

3. If denied his department chairman's recommendation, the faculty member may then apply directly to the Committee.

4. On or before December 15 the Committee shall recommend the applicant or deny recommendation and notify the applicant in writing of its decision. The applicant may, if he wishes, appeal this decision directly, in person, to the Committee.

5. Recommendations from the Committee will be forwarded to the Vice President for Academic Affairs in the form of priority listings for each rank with written supporting evidence.

6. The President of the College will make promotions based upon the priorities recommended by the Committee.

All recommendations will be for promotions to take effect in the next academic year. All persons so promoted will be notified by the President of the College and will receive, upon assumption of their new rank, whatever pay increase the new contract gives to persons holding that rank. If their new salary is not at least equal to the minimum salary of their new rank, they will be given additional money to bring their salary up to that minimum.

Section 3. Criteria for Rank and Promotion.

A. It is agreed that in order to be considered for promotion to Assistant Professor, a faculty member should have taught at the College as a full-time instructor for three years; for promotion to Associate Professor, a faculty member should have taught at the College as a full-time Assistant Professor for a period of four years; and for promotion to full Professor, a faculty member should have taught at the College as a full-time Associate Professor for five years.

B. In addition to the criteria set forth in paragraph A, the following qualifications are guides to assist the Faculty Rank and Appointment Committee in making decisions affecting reappointment and promotion. They in no way prohibit the College from promoting

to any rank, including the highest, a faculty member who has given exceptional service to the College or has otherwise distinguished himself as a member of his profession.

Instructor

Reappointment will depend upon satisfactory progress in advanced studies, demonstrated effectiveness as a classroom teacher, and ability to pursue an academic career.

Assistant Professor

An Assistant Professor normally must hold a master's degree or equivalent professional degree and should have at least five years' experience as a college teacher. For promotion to this rank, a teacher ought to demonstrate an expectation of obtaining the terminal degree in his discipline, the capacity to guide and counsel students, and the promise or originality and excellence in some activity connected with the teaching profession such as research, writing, or consultation to business or government. An Assistant Professor must give evidence of capacity to become a tenured member of the College staff.

Associate Professor

Normally an Associate Professor should have attained the terminal degree in his discipline and should have at least fifteen years' experience in college teaching. For promotion to this rank, he should demonstrate the capacity and desire for maintaining teaching effectiveness and continuing growth as a teacher, scholar, and member of his profession. He should have proven his capacity for originality and excellence in some field connected with teaching such as research, writing, or consultation.

Professor

Normally to attain the rank of Professor, a faculty member should have a terminal degree in his field and at least fifteen years' experience in college teaching.

For promotion to this rank he should demonstrate authoritative knowledge and reputation in a recognized field of learning, demonstrated achievement in maintaining teaching effectiveness of a high order, achieved distinctly superior stature in his discipline through research, writing, professional practice, leadership in professional or learned societies, or in administrative service.

Issues arising under this Article shall be subject to the grievance procedure up to and including Step 4.

Section 4. Tenure and Retirement. The College adopted the tenure policy proposed by the Faculty Federation in the summer of 1967. The policy provides a period of time in each rank prior to appointment to tenure, the longest period being five years in the rank of instructor and assistant professor. Tenure once granted is retained until retirement regardless of promotion or appointment to an administrative position. Tenure may be terminated for cause, but in such a case due process must be followed and the faculty member may request a hearing by a committee, elected by faculty members, which serves in an advisory capacity to the Board of Trustees.

Nature of Tenure

"Tenure," as used by the trustees in electing members of the full-time faculty, means that said faculty member's services shall be terminated only for adequate cause.

Once acquired, tenure is retained until retirement regardless of promotion to a higher rank or to an administrative position.

Conditions for the Granting of Tenure

Only full-time faculty members with the ranks of Instructor, Assistant Professor, Associate Professor and Professor are eligible for tenure.

The Board of Trustees, upon recommendation of the President, may in its discretion grant tenure on an original appointment to the full-time faculty. In the event

such tenure is not granted on an original appointment, then the following rules shall apply:

Instructor: The probationary period shall not exceed five years of full-time service on the faculty of Bryant College. In electing an Instructor to serve during his sixth academic year at Bryant College, the trustees shall grant tenure to said Instructor.

Assistant Professor: The probationary period shall not exceed five years of full-time service on the faculty of Bryant College. In electing an Assistant Professor to serve during his sixth academic year at Bryant College, the trustees shall grant tenure to said Assistant Professor.

Associate Professor: The probationary period shall not exceed three years of full-time service on the faculty of Bryant College. In electing an Associate Professor to serve during the fourth academic year at Bryant College, the trustees shall grant tenure to said Associate Professor.

Professor: The probationary period shall not exceed three years of full-time service on the faculty of Bryant College. In electing a Professor to serve during his fourth academic year at Bryant College, the trustees shall grant tenure to said Professor.

Any faculty member not serving on tenure shall be notified in writing on or before February 1 whenever such person is not to be reappointed for the following academic year. Unless said notice is given as herein provided, such person shall be deemed to be appointed for the following academic year.

These rules establishing the conditions for the granting of tenure hereby apply retroactively to all faculty members serving on a full-time basis as of May 1, 1967.

Retirement

The College has established 65 as the mandatory age for retirement for all faculty members and administrative officers. The President may, with the approval of the Board of Trustees, continue appointments on a year by year basis until the faculty member reaches age 70.

ARTICLE IX

No Strike -- No Lockout

The Federation agrees that it will not nor will it permit its members to call, engage in, or participate in any strike, slow-down, work stoppage, or picketing during the term of this Agreement. The College agrees that it will not lock out its employees in part or in whole during the term of this agreement.

ARTICLE X

Grievance Procedure

Definition of Grievance

A grievance is a complaint by an individual faculty member(s) or the Faculty Federation that there has been a misinterpretation, misapplication, or alleged violation of any of the terms of this agreement, or that an invididual faculty member(s) had been treated unfairly or inequitably under this contract.

Grievance Procedure

Step 1. The respective Federation Advocate and/or faculty member shall discuss the grievance with the Department Chairman no later than the end of the tenth working day following the date of knowledge of the alleged grievance. The Department Chairman shall render his decision to the Federation Advocate and/or the faculty member no later than the end of the fourth day following the receipt of the grievance.

Step 2. If no satisfactory settlement is reached in the first step, the grievance shall be reduced to writing in quadruplicate on a form mutually agreed to by the College and the Faculty Federation. The written statement shall be signed by the aggrieved individual and his Federation Advocate. The

grievance shall be processed only by the Federation after Step 1 is completed without resolution of the grievance. The faculty advocate will distribute copies to the following: original to the respective Department Chairman, duplicate retained by the Advocate, triplicate to the office of the Vice President of the Faculty Federation, who will submit the grievance to the Vice President for Academic Affairs. The submission to the office of the Vice President for Academic Affairs shall take place not later than the end of the seventh working day following the decision under Step 1, and shall serve as notification to him of the existence of a grievance.

Step 3. Within five working days after receipt of the grievance from the Federation President, the Vice President for Academic Affairs shall call a meeting of those concerned to discuss the grievance, and he shall render his decision in writing within five working days following the meeting.

Step 4. Any grievance not settled in Step 3 will be submitted to a Faculty Federation review committee within five working days following receipt of a written decision from the Vice President for Academic Affairs. The review committee will submit its finding and recommendation to the Faculty Federation within ten working days after receipt of the grievance from the Vice President for Academic Affairs.

Step 5. Any grievance which has not been settled in Step 4 may be submitted by either party to binding arbitration. A grievance may not be taken to binding arbitration until the preceding steps have been taken. Such submission shall be made not later than ten days from the date of the decision given in Step 4 by written notice to the other party and the American Arbitration Association.

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The selection of the arbitrator and the arbitration proceedings shall be in accordance with the Voluntary Labor Tribunal rules of the Association. Decisions of the arbitrator shall be final and binding on all parties in all matters. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement nor to rule on any matter except while this agreement is in full force and effect between the parties.

General Provisions Regarding Arbitration

A. Extension of Time. It is mutually agreed that the stipulated times set forth in the above steps may be extended by mutual agreement.

B. Expenses and fees of the arbitrator and the American Arbitration Association shall be borne equally by the Faculty Federation and the College.

ARTICLE XI

Except as herein modified, amended, or cancelled, all financial benefits in existence on the date of the signing of this agreement, shall be continued in full force and effect.

ARTICLE XII

Term of Agreement

This agreement shall be effective on August 1, 1973, and shall continue in full force and effect until July 31, 1975, when it shall terminate.

Signed this 28th day of June , 1973.

BRYANT FACULTY FEDERATION
LOCAL 1769, AFT, AFL-CIO

By: Wallace R. Campbell

Witness: Willard L. Brown Jr.

BRYANT COLLEGE OF BUSINESS ADMINISTRATION

By: Harry F. Evarts

Witness: Henry L. Foley